

EX PARTE OR LATE FILED

United Dominion
REALTY TRUST

July 9, 1996

Mr. William F. Caton
Acting Secretary
Federal Communications Commission
1919 M Street, Room 222
Washington, DC 20554

Re: Restrictions on Over-The-Air Reception Devices, CS Docket No. 96-83; and Preemption of Local Zoning Regulations of Satellite Earth Stations (IB Docket No. 95-59)

Dear Mr. Caton:

We are writing to request clarification regarding the possible effect on our business of the rules proposed in the above dockets. We enclose 13 copies of this letter for filing in the record. We understand your proposed rules would invalidate "nongovernmental restrictions" that "impair" a viewer's ability to receive video programming over the air, through wireless cable or by direct broadcast satellite.

Background

United Dominion Realty Trust is an owner and operator of apartment communities. Currently, we own approximately 36,000 apartment homes in 148 communities in the Southeast. We are a publicly traded real estate investment trust that has operated since 1972.

Our Concern

We are concerned that our leases might contain terms that are "nongovernmental restrictions" that "impair" viewing, but we do not know how the proposed rules would be applied. This uncertainty could create unnecessary disputes with our residents.

Our lease has the provision that "no aerial, antenna or other wiring for fixtures for radio or television sets shall be installed or attached to the outside of any building without prior written consent of the Landlord". We would appreciate your guidance in determining if this and any other provision(s) of our lease contain terms that might be considered "nongovernmental restrictions" or "impairments" under the rules you propose.

We enclose a copy of our lease. Please read it and let us know how it violates the proposed rules. Thank you for your assistance.

Sincerely,

United Dominion Realty Trust

John P. McCann
President

JPM/dej

enclosures

LEASE AGREEMENT

APARTMENT COMMUNITY

UNITED DOMINION REALTY TRUST, INC.

10 South Sixth Street, Suite 203
Richmond, Virginia 23219

To: _____

Your application has been approved and we are pleased to welcome you. For your protection and ours it is necessary that you and all other members of the community comply with the provisions of this Agreement and with the requirements of the Virginia Residential Landlord and Tenant Act (Virginia Code Sections 55-248.2 - 55-248.40). If there is any conflict between this Agreement and the Act, the provisions of the Act will prevail.

THIS LEASE AGREEMENT, made this _____ day of _____, 19____ between UNITED DOMINION REALTY TRUST, INC., T / A _____ herein called Landlord, and _____

individually and collectively, herein called Tenant, provides:

For and in consideration of the rents and promises, agreements and covenants herein set forth, the Landlord and Tenant hereby agree as follows:

1. LEASED PREMISES. The Landlord hereby leases to the Tenant and the Tenant hereby leases and takes from the Landlord, its successors or assigns, the apartment known and described as follows (the Leased Premises):

Together with the following appliances:

2. TERM. The initial term of this Lease shall be _____ commencing at noon on _____, 19____ and terminating at noon on _____, 19____. Either party may terminate this Lease Agreement at the end of the initial term or any subsequent renewal term thereafter, by giving the other **written notice** at least _____ prior to the expiration of this Lease. Unless such notice be given, this Lease shall continue upon the same conditions and covenants of the Lease Agreement for subsequent renewal terms of _____, unless either party terminates as stated above. If Landlord shall give such notice of its intentions to change the terms and conditions of the Lease, and the Tenant shall hold over into another term, the Tenant shall be considered Tenant for another term under this Lease as modified by the terms and conditions of such notice.

Any member of the armed forces of the United States who: (1) has received permanent change of station orders to depart thirty-five miles or more (radius) from the location of the Leased Premises or (2) is prematurely and involuntarily discharged or relieved from active duty with the armed forces of the United States, may terminate his Lease Agreement with the Landlord by serving on the Landlord a written notice of termination to be effective on a date stated therein, said date to be not less than thirty days after receipt of the notice. The notice must be accompanied by a copy of the official orders. The final rent shall be prorated to the date of termination and shall be payable at such time as would have otherwise been required by the terms of the Lease Agreement, together with any liquidated damages due pursuant to the following: In consideration of early termination of the Lease Agreement the Landlord may require that the Tenant pay to the Landlord liquidated damages in an amount no greater than (1) one month's rent if the Tenant has completed less than six months of the tenancy as of the effective date of termination, or (2) one half of one month's rent if the Tenant has completed at least six but less than twelve months of the tenancy as of the effective date of termination.

In the event Tenant is permanently transferred by his employer to a job fifty miles or more (radius) from the location of the Leased Premises, the Tenant shall have the option of terminating the Lease upon (1) giving Landlord written notice at least 30 days prior to the termination date designated in such notice, together with a letter from his employer addressed to the Landlord confirming such transfer, (2) payment of rent to the date of such termination plus a job transfer fee equal to one month's rent and (3) payment to Landlord of a redecorating fee of \$100.00.

If for any reason other than those set forth above, Tenant desires to terminate the Lease at any time after the first year (12 months) of the term but prior to the expiration of the Lease, then Tenant may obtain an accord and satisfaction with Landlord, provided Tenant meets the following terms: (a) Tenant shall give Landlord 30 days written notice prior to the effective date of such **EARLY TERMINATION**; (b) Tenant shall pay Landlord all rents due through the date of termination; (c) Tenant shall pay Landlord an amount equal to _____ as an **EARLY TERMINATION FEE**; (d) Tenant shall leave the Premises in good clean condition with no damages, ordinary wear and tear alone excepted, and (e) Tenant will otherwise comply with all other applicable terms and conditions of this Lease. If Tenant performs as stated above, Landlord will allow Tenant to terminate this Lease prior to the end of the term pursuant to Tenant's notice and Tenant shall be relieved of all further obligations hereunder. If however, Tenant does not perform each and every one of the above conditions, Landlord shall be entitled to pursue all remedies provided for by this Lease or by law.

3. RENT. The Tenant shall pay to the Landlord throughout the term of Lease a monthly rental of \$ _____ payable in advance on the first day of each calendar month at the rental office. A \$ _____ late charge together with all reasonable costs of collection, including legal fees, shall be payable with any rent not received on or before the fifth day of each calendar month. No personal checks will be accepted for late rent payment. A \$ _____ charge will be made and is due and payable for any check returned or dishonored by any bank for any reason.

UTILITIES included in rent:

Water/Sewer _____ Gas/Oil _____ Electricity _____ Refuse Collection _____

AMOUNT DUE before possession is taken:

FIRST RENTAL INSTALLMENT _____ Dollars(\$ _____)
PRO RATA RENT for _____ 19____, (\$ _____)
AND/OR RENT for _____ 19____, (\$ _____).

SPECIAL CLAUSES.

4. USE. The Tenant shall use the Leased Premises as a private residence of a single family (consisting of Tenant and _____ other members) and for no other purpose whatsoever and Tenant shall not use or permit the Leased Premises to be used for any unlawful or disorderly purposes and shall comply with all applicable local, state and federal laws and regulations. In addition, the Tenant shall conduct himself and require other members of his family and guests, to conduct themselves in a manner which will not disturb his neighbors' peaceful enjoyment of their apartments and which will be in compliance with this Lease.

5. SECURITY DEPOSIT. Tenant hereby deposits \$ _____ with the Landlord to be held by Landlord, its successor or assigns, as security for the faithful performance by the Tenant of all the terms and conditions of this Lease, to be

7. The Leased Premises shall be kept by the Tenant in a sanitary condition, neither clothing, curtains, rugs nor other articles shall be shaken or cleaned in any of the halls, from any of the windows, doors or landings nor shall any be placed outside the window sills, nor thrown from the windows or doors nor down any airshafts or into yards or courts of the apartments.

8. The Landlord shall have the right to prescribe the weight and proper position of extra heavy articles placed in the Leased Premises and the manner of locating such an item therein; and the Tenant shall be liable for all damage to the apartment building caused by placing, moving or removing the same without the permission or in the manner prescribed by the Landlord. Waterbeds will not be permitted upon or within Leased Premises at any time without written consent.

9. The Tenant shall not use or keep in the Leased Premises explosives, cotton samples, burning fluid, camphene, kerosene, fuel of any kind or other easily flammable material and shall not otherwise permit anything to be done in the Leased Premises which will in any way increase the rate of fire insurance in the apartment building or in any way conflict with any ordinance, rule or regulation of any government authority having jurisdiction over the apartment. Tenant understands that use of a barbecue grill or any type of grill, or other flammable liquid (such as gas grills) will be used only on the ground levels and will be placed fifteen feet from the building.

10. The Tenant shall keep all windows closed whenever it rains or snows. Screens furnished for the Leased Premises must be kept in windows at all times.

11. Water fixtures shall not be left running when not in actual use by the Tenant. The Tenant agrees to pay the estimated cost of any unnecessary consumption.

12. The Tenant shall not display signs on the windows or elsewhere nor erect awnings without the written consent of the Landlord. The Tenant will replace at his own cost any storm or screen door damaged by his active or passive negligence including without limitation any failure to latch it during a storm provided such storm or screen door was supplied or authorized by Landlord.

13. All keys to the Leased Premises shall be delivered to the Landlord upon the Tenant's removal from the Leased Premises. No additional lock may be installed without prior written approval of Landlord. Tenant must provide a key to the Landlord to any additional lock which may be installed with the permission of the Landlord.

14. No mini bikes, go-carts or other motorized vehicles shall be allowed on the grounds of the apartment complex, the patio, the hallway or inside the Leased Premises at anytime.

15. No fences or any other alteration of the grounds or landscaping around the apartment building shall be made without written consent from the Landlord. Any approved alteration will become the property of Landlord and shall not be removed.

16. The Tenant shall not tip or otherwise give any kind of gratuity or commission to any employee of the Landlord.

17. Boats, trucks and trailers shall be parked in uncongested portions of the parking area or in parking spaces specifically designed for such parking by the Landlord.

18. Tenant shall not use the parking area or any other portion of the property upon which the apartment buildings are situated for repairing or working on automobiles, trucks, trailers or other motorized vehicles without the express written authorization of the Landlord. Automobiles, trucks and all other motorized vehicles shall be kept off the lawn at all times.

19. No additional appliances, heating, or cooling systems shall be kept or used in the Leased Premises without the written authorization of the Landlord.

20. Patio shall be kept in a neat and orderly manner at all times, and shall never be used for the purpose of storage. No clotheslines or hanging apparatus shall be affixed to privacy or patio enclosures. Only free standing clotheslines will be permitted. No furniture, vehicle tires, boxes, or any other items deemed inappropriate by management, will be permitted on patios, balconies, or in common areas.

21. If Tenant becomes locked out at anytime, a fee will be charged for entry to Leased Premises.

22. Laundry facilities are provided for use by adults; loitering will not be permitted.

23. If you are required to furnish your own drapes, they must be white or lined with white material. There can be no deviation from this policy without our written consent.

24. Only white light bulbs will be allowed in all exterior light fixtures

25. ASBESTOS CONTAINING MATERIALS. Building materials containing more than 1% asbestos by weight are herein called ACM. The Tenant is hereby notified that the _____ in the Leased Premises contain ACM. The Tenant shall not take any action to disturb the ACM including scraping, scuffing, pounding, sanding, grinding or drilling that may cause the ACM to crumble, flake or fragment in any way. If the Tenant sees any evidence that the _____ are crumbling, flaking or fragmenting in any way, then the Tenant shall promptly notify the Landlord.

26. Tenant may not keep any guns, firearms or explosive devices in the Leased Premises except a weapon that the Tenant has a current permit to keep. Tenant may not use the weapon in the Leased Premises or anywhere in the Apartment Community.

27. Tenant may not possess, use, sell or distribute illegal drugs in the Leased Premises or anywhere in the Apartment Community.

28. Tenant may not commit any act of physical violence or any illegal or felonious act in the Leased Premises or anywhere in the Apartment Community.

LANDLORD

By: _____ Representative

TENANT _____ (SEAL) _____ DATE

_____ (SEAL) _____ DATE

_____ (SEAL) _____ DATE

_____ (SEAL) _____ DATE

GUARANTY

For and in consideration of the agreement of Landlord, to lease the Leased Premises to Tenant, the undersigned, jointly and severally, hereby unconditionally guarantee the due and prompt payment by the Tenant of all the rent and other sums due and payable under this Lease and the due and prompt performance by the Tenant of all the covenants, terms, conditions and agreements set forth in this Lease. The undersigned agree that this unconditional guarantee is made for the benefit of the Landlord and upon any default by Tenant under this Lease, Landlord may proceed forthwith against the undersigned or anyone of them without first proceeding against the Tenant or availing itself of any remedies available under the Lease. The undersigned hereby specifically waive the benefits of Section 49-25 and 49-26 of the Code of Virginia and the acts of the General Assembly amending thereof or any similar statutes or rule of law. The undersigned further agree that, without notice to them or anyway releasing them from their liability hereunder, the Lease may be extended, renewed or modified in any manner.

WITNESS the following signatures this _____ day of _____, 19 _____

GUARANTOR

GUARANTOR

returned to Tenant after the termination of this Lease, together with any accrued interest required by law, if the Tenant has fully complied with all the terms and conditions of this Lease. Upon termination of the Lease and vacating the Leased Premises the Landlord will inspect the Leased Premises at which time the Tenant may be present. In the event Landlord suffers damages by reason of Tenant's default under or failure to comply with any of the terms and conditions of this Lease or Section 55-248.16 of the Code of Virginia 1950 as amended, then such deposit and interest may be applied to the payment of any accrued rent and to any such damages suffered by Landlord, including but not limited to any damages or deficiency in, the reletting of the Leased Premises, all as itemized by the Landlord in a written notice given by Landlord to Tenant within 30 days after termination of this Lease and delivery of possession of Leased Premises by Tenant to Landlord. Any portion of such deposit or interest not applied by Landlord to such damages shall be returned to Tenant with such notice. If the Leased Premises is sold by the Landlord during the term of this Lease or any extension thereof, Tenant consents to the transfer of such security deposit to the purchaser of the Leased Premises.

6. INSPECTION OF PREMISES. Landlord agrees to submit to Tenant within five days after occupancy of the Leased Premises by Tenant an itemized list of any damages to the Leased Premises existing as of the date of the commencement of the initial term hereof. Tenant agrees that he will inspect the Leased Premises within five days after receipt of said itemized list, and that, unless said itemized list is corrected and returned to Landlord within said five-day period, said itemized list shall be deemed correct and that, other than the items set forth in said itemized list, as corrected by Tenant, the Leased Premises shall be deemed in a fit and habitable condition as of the date of the commencement of the term hereof.

7. ASSIGNMENT. The Tenant shall not transfer, assign or sublet under this Lease without the written consent of the Landlord. This prohibition shall be construed to include any assignment by Tenant for the benefit of creditors and the filing by or against the Tenant of any bankruptcy arrangement or other insolvency proceeding under any federal or state law. Tenant shall submit a transfer fee of \$50.00, together with a written request for permission to assign the Leased Premises. Tenant is solely responsible for obtaining a qualified assignee approved by the Landlord.

Tenant shall pay all rent and other charges becoming due hereunder prior to assignee's taking possession of the Leased Premises. Tenant shall be responsible for all costs Landlord incurs in preparation of the Leased Premises for occupancy, including utilities, prior to the assignee's possession.

8. UTILITIES. (a) Except as shown herein, the Landlord shall furnish Tenant no utility service to the Leased Premises; (b) the Tenant shall contract with the appropriate public utility and pay all charges assessed or imposed during the term hereof for all utilities supplied to the Leased Premises whether occupied or vacant. Tenant will be responsible for any liability due to disconnection or discontinuance of any such utility service.

9. LANDLORD'S LIABILITY. Tenant acknowledges that he has inspected or will have inspected and accepted the leased Premises in accordance with paragraph 6 above, and agrees to assume all risks of every kind, whether relating to property or person, in connection with his occupancy of the Leased Premises. All personal property of the Tenant in the Leased Premises shall be and remain at Tenant's sole risk and Landlord shall not be liable for any damages to or loss of such personal property or injury to Tenant or any other person caused by or arising from acts of negligence from any persons or from falling plaster, water leakage, or overflow or leakage from steam, sewage, gas, from bursting or malfunction of boilers, pipes, heating fixtures, or from electric wires or fixtures or from gas lines or from any other cause whatsoever, and the Tenant shall hold and save the Landlord harmless in all such cases except where such injury or damage shall be the result of willful misconduct or negligence of the Landlord. The Tenant shall give the Landlord prompt notice of any such occurrences, however caused. **LANDLORD STRONGLY URGES TENANT TO OBTAIN ADEQUATE MULTI-PERIL TENANT'S OR RENTER'S INSURANCE.**

The Tenant agrees to assume all risks of any accidents or personal injury which he or any member of his family or guest may sustain while using any recreational facilities, including without limitation the swimming pool, if any, which the Landlord may provide tenants of the apartment building, and Tenant agrees to save the Landlord, its agents and employees, harmless for any loss or injury sustained by Tenant or any member of his family or guests unless such injury is caused by or arises out of the willful misconduct or gross negligence of Landlord. Tenant agrees to use such facilities in accordance with the directions, rules and regulations published by the Landlord.

10. MAINTENANCE. (a) The Tenant shall not suffer or commit any waste of the Leased Premises or any other portion of the apartment building or other property of the Landlord, and Tenant shall at all times during the term hereof, or any renewal or extension thereof, keep and maintain the Leased Premises in as good a condition as when received, including all appliances, keys and other equipment provided by the Landlord, reasonable wear and tear excepted incident to the use of the Leased Premises and appliances provided by the Landlord for residential purposes alone. The Tenant shall remove all ashes, garbage, rubbish and other wastes in a clean and safe manner from the Leased Premises and shall keep and maintain at his own expense garbage cans with securable lids, clearly marked with tenants name and address, for garbage removal at the place designated for such by the Landlord; and keep all plumbing fixtures as clean as their condition permits, and use all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances in a reasonable manner, and Tenant shall not deliberately or negligently destroy, deface, damage, impair or remove any part of the Leased Premises, drapes/venetian blinds, carpet, or appliances provided by the Landlord or permit any person to do so whether known by Tenant or not. Damage from accumulation of grease or installation by Tenant of furnishings such as pictures and defacing or injuring the walls and floors shall not be considered reasonable wear and tear. Tenant shall not affix any sign, notice or article of any kind to the exterior of the Leased Premises or the building of which it is a part, and shall not use, or permit the use of the roof of the Leased Premises. Tenant shall promptly at his own cost and expense replace or repair any damage of any kind whatsoever to the Leased Premises, including but not limited to glass, screens, doors, floors, walls, appliances, heating, air conditioning, fixtures or plumbing, no matter how the damage shall have occurred. The Tenant shall also promptly, at his own cost and expense, replace or repair any other damages of any kind whatsoever to any portion of the apartment community in which the Tenant lives including, but not limited to parking lots, hallways, lighting fixtures, swimming pool, tennis courts, game rooms, laundry rooms, basketball courts, or any other portion of the apartment environs provided that the tenant or his guests are responsible for said damage. Under no circumstances shall the Landlord be held responsible for any damages to the Leased Premises or to the apartment environs caused by the Tenant's negligence or vandalism, or the negligence or vandalism of any guests of the tenant. No aerial, antenna or other wiring for fixtures for radio or television sets shall be installed or attached to the outside of any building without prior written consent of the Landlord.

On designated extermination days, Tenant agrees to comply with all recommended procedures for preparing the unit. Failure to comply with this request will result in a fee charged to the Tenant.

If there is a violation by the Tenant of the Lease or Section 55-248.16 of the Code of Virginia 1950 as amended materially affecting health and safety that can be remedied by repair, replacement of a damaged item or cleaning, and the Tenant fails to comply as promptly as conditions require in the case of an emergency or within 14 days after written notice by the Landlord specifying the breach and requesting that the Tenant remedy it within that period of time, the Landlord may enter the Leased Premises and cause the work to be done in a workmanlike manner and submit an itemized bill for actual and reasonable cost of the fair and reasonable value thereof as rent of the next day when periodic rent is due, or if this Lease has terminated, for immediate payment.

Tenant's compliance under this section will be deemed to include prior approval by the Landlord of such replacements or repairs as comparable in appearance, value and workmanship.

(b) The Tenant shall make no alteration, repairs or improvements without written consent of the Landlord, and any so made shall be and remain the property of the Landlord. Any repairs or alterations not required by law which may be made by the Landlord, or at the request of, or by permission of the Tenant, shall be construed as done only for the preservation or improvement of the Leased Premises and are not to be construed as an agreement that it shall be the Landlord's duty to make such repairs or alterations regardless of how often such repairs or alterations are made.

11. RULES AND REGULATIONS. The Tenant agrees that the rules and regulations set forth in Exhibit A attached to this Lease and any reasonable modifications thereto or reasonable additional rules and regulations as may be made by Landlord from time to time and of which Tenant is given notice shall be considered a material part of this Lease and failure by Tenant, members of his family, or their guests to comply with same shall be a default under this Lease.

12. ACCESS. The Tenant agrees, that upon reasonable notice to the Tenant and at reasonable times, the Landlord, or its Agents may enter the Leased Premises for the purpose of inspection or for making such repairs, renovations or alterations as the Landlord may deem necessary or desirable or for exhibiting the Leased Premises to any other parties, and during the two months next preceding the expiration of the term hereof, the Landlord may post a "for rent" sign in a conspicuous place on the Leased Premises to be selected by the Landlord.

The Landlord may enter the Leased Premises without consent of the Tenant at anytime in the case of emergency without notice to the Tenant.

13. FAILURE TO DELIVER POSSESSION. In the event that the Leased Premises is not ready for occupancy by the Tenant on the commencement date specified in the Lease, adjustment will be made in the rent on a pro rata basis. The Landlord shall not be held liable for any willful delay caused by the previous Tenant. Should the previous Tenant who may now still occupy the Leased Premises refuse to move upon expiration of the Lease, the Landlord shall have the right in the name of the Tenant, but is not hereby obligated, to take legal action to evict such old Tenant so that the Tenant may have possession of the Leased Premises, but the Landlord shall not be held liable for any damages other than a rebate of rent which may have been paid for the time elapsed from the beginning of this Lease until the time that possession can be obtained. If in the opinion of the Landlord possession cannot be given within thirty days of the beginning of this lease, then Landlord may, but is not obligated to, terminate instantly this Lease upon giving written notice to the Tenant to that effect. The Tenant may terminate this Lease in the event that possession is not delivered within thirty days from the first day of the term of this Lease by giving the Landlord written notice.

14. FIRE AND CASUALTY. In the event of damage to the Premises by fire, the elements or any other cause whatsoever during the term of this Lease, the Landlord shall have the option to terminate this Lease and prorate the rent to the date of such destruction or repair the Leased Premises with all reasonable diligence after written notice of such damage has been given to the Landlord by the Tenant. If the Leased Premises or any part of it is so damaged to such an extent that the enjoyment of the Leased Premises is substantially impaired, the Tenant may immediately vacate the premises and notify the Landlord in writing within 14 days after such vacation of the intention of the Tenant to terminate this Lease, in which case this Lease terminates as of the day of vacating; provided however, if such damage to the Leased Premises was caused by the deliberate or negligent acts of the Tenant, members of his family or any guests of theirs, the Tenant shall not have such an option to terminate this Lease, and shall be liable for rent during the unexpired term of this Lease, without abatement, unless the Landlord elects to terminate this Lease as provided above. If this Lease shall not be terminated by either the Landlord or the Tenant as provided above and such damage was not caused by the willful or negligent acts of the Tenant, members of his family or their visitors, then during any period of time in which the Leased Premises is not fit for occupancy and as a result thereof the Tenant shall be deprived of possession, the rent shall cease from the date of such vacation by the Tenant until possession is restored to them. **LANDLORD URGES TENANT TO PURCHASE AN APARTMENT SIZE FIRE EXTINGUISHER TO BE KEPT IN THE KITCHEN.**

15. CONDEMNATION. In the event that the building of which Leased Premises is a part or any portion thereof are taken by any authority possessing the power of eminent domain during the term of this Lease or any renewal or extension thereof, whether by agreement with the Landlord or by condemnation, then this Lease is to terminate as of the date of the acquisition of the Leased Premises by such authority and the rent shall be prorated as of such date. The Tenant shall have no claim against the Landlord for any value of the unexpired term nor shall the Tenant be entitled to any part of a condemnation award or purchase price in lieu of such award.

16. DEFAULT. If there is a material noncompliance by the Tenant with this Lease Agreement or a violation of Section 55-248.16 of the Virginia Code materially affecting health and safety, the Landlord may deliver a written notice to the Tenant specifying the acts and omissions constituting a breach hereof and that the Lease will terminate upon a date thirty days after receipt of the notice if the breach is not remedied within twenty-one days. If the Tenant fails to remedy the breach within the twenty-one day period, this Lease will terminate as provided in a notice, and the Landlord may have a claim for possession, for rent, and a separate claim for actual damages for breach of this Lease, and twenty-five percent attorney's fees.

If rent is unpaid when due and the Tenant fails to pay rent within five days after written notice by the Landlord of non-payment and the Landlord's intention to terminate this Lease if the Tenant fails to pay the rent within such five day period, the Landlord may terminate this Lease and the Landlord may have a claim for possession and for rent and a separate claim for actual damages for breach of this Lease and twenty-five percent attorney's fees.

If Tenant refuses to allow Landlord access to the Leased Premises as provided in paragraph 12 hereof, the Landlord may obtain injunctive relief to compel access, or terminate this Lease. In either case, the Landlord may recover actual damages and twenty-five percent attorney's fees.

All claims may be enforced by the Landlord, without limitation, by the institution of an action for unlawful entry or detainer or any other action or remedy provided by law. Actual damage recoverable by the Landlord under the terms of this Lease shall include, but not be limited to, the cost and expense incurred by the Landlord in the resumption of possession of the Leased Premises, repairs to the Leased Premises, preparation of the Leased Premises for reletting, and reletting.

The Tenant hereby waives the benefit of any homestead or similar exemption law with respect to his obligations under this Lease. Any failure by the Landlord to re-enter upon any default, breach or violation, shall not be considered a waiver of the promise, covenant or condition violated. Following a breach of this Lease by Tenant, receipt by the Landlord of part payment of past due rent shall not constitute a waiver of Landlord's right to institute all necessary and appropriate action against Tenant.

17. TERMINATION. Upon termination of this Lease, whether by expiration of the term of any renewal thereof or upon termination by Landlord or the Tenant as provided in this Lease, the Tenant shall promptly vacate the Leased Premises, shall remove all items of personal property and shall leave the Leased Premises in good and clean order, reasonable wear and tear excepted. If Tenant fails to so vacate the property and remains in possession beyond the termination date, without the Landlord's prior written permission, the Landlord may bring in action for possession and, the Tenant agrees to pay to Landlord double the monthly rent hereinabove specified, further the Landlord may also recover actual damages and twenty-five percent attorney's fees.

18. ABSENCE BY TENANT. The Tenant shall give the Landlord written notice of an anticipated extended absence in excess of seven days, and if the Tenant fails to do so, the Landlord may recover actual damages from the Tenant. During any absence of the Tenant in excess of seven days, the Landlord may enter the Leased Premises at times reasonably necessary to protect Landlord's property. If the Leased Premises is abandoned, Landlord may terminate this Lease in accordance with the provisions of Virginia Code Section 55-224 and re-rent the Leased Premises upon terms it finds acceptable without prejudice to any claims against Tenant as provided by law.

19. NOTICES: Any written notice provided for hereunder or under the Code of 1950 as amended shall be deemed adequately given to the Landlord if hand delivered or mailed to the place of business of the Landlord through which this Lease was made or at any place held by him as a place for receipt of communication and shall be deemed adequately given to the Tenant if delivered in hand or mailed, postage prepaid, to him at the address of the Leased Premises, or his last known place of residence.

20. PARKING. The Tenant shall have the right to use, with other Tenants in the building of which the Leased Premises is a part, the parking spaces as provided by the Landlord for the parking of the Tenant's automobiles and those of his guests; provided, however, that no vehicle incapable of being operated or which vehicle would not be economically practical to make operative shall be placed or located by the Tenant within such parking. All vehicles must have current state and county/city license tags and inspection stickers. The Landlord reserves the right to have towed away, at owner's expense, or affix illegal parking notices to any motor vehicle parked in violation of this Lease and to adopt any regulations necessary to curtail unauthorized parking, including without limitation the required use of parking permits.

EXHIBIT A TO LEASE

APARTMENT RULES AND REGULATIONS

1. The sidewalks, entrance ways, passages and stairways shall not be obstructed nor used for any purpose other than ingress and egress to Tenant's apartment. Stairways and halls shall be kept clean.

2. The doors, floors, skylights and windows that reflect or admit light into passageways or into other public parts in the apartment building shall not be covered or obstructed by the Tenant.

3. The Tenant shall use carefully, and only for the purpose for which they are constructed, all water closets, utility rooms, all plumbing, electrical and other fixtures and shall pay for all damage thereto caused by his negligence whether active or passive excepting only reasonable wear and tear. No foreign material shall be kept in water closets. No sweepings, rubbish, rags, flammable items or other substances shall be placed or kept in the utility rooms or apparatus. Nothing shall be thrown out of skylights, windows, doors, or into passageways.

4. No cats, dogs, birds, chickens, livestock, animals, or pets of any kind, whether domestic or wild, shall be taken into, or kept in or about the Leased Premises or the building of which the Leased Premises is a part without the written consent of the Landlord, and any such written consent shall be revocable by the Landlord at will.

5. Musical instruments and stereos shall not be played between the hours of 12 midnight and 8 A.M., and all unnecessary or disturbing noises shall at all times be avoided.

6. The halls and other public parts of the apartment building shall not be used under any circumstances as playing grounds for children, and bicycles, baby carriages, sleds and similar items shall not be allowed or stored therein.